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02-10-2003

U.S. Patent & TMOfr/TM Mail Rcpt Dt. #01

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February 7, 2003

**VIA FIRST CLASS MAIL**

BOX TTAB, NO FEE  
Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3515

Re: *Hillerich & Bradsby Co. v. Rebellion Sport AB*  
Opposition No. 91153643  
Serial No.: 76/230,048  
Mark: RPS & Design

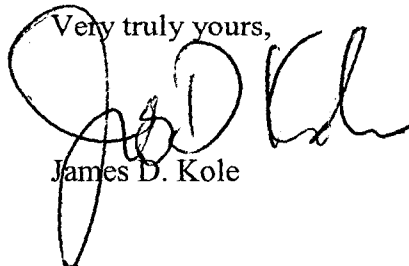
Dear Sir or Madam:

On behalf of Applicant, Rebellion Sport AB, we enclose for filing an original and two copies of a fully executed Agreement between Rebellion Sport AB and Hillerich & Bradsby Co along with Exhibit A.

Please return the enclosed postcard to indicate receipt of this document.

Please contact me directly if you have any questions or concerns.

Very truly yours,



James D. Kole

Enclosure

cc: Julie Ann Gregory, Esq.  
Middleton & Reutlinger

**CERTIFICATE OF MAILING UNDER 37 CFR 1.8**

**I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: BOX TTAB, NO FEE, Assistant Commissioner For Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513 on February 7, 2003.**

  
Sandra Caruso

**Mark: RPS & Design  
Serial No. 76/230,048  
Opposition No. 91153643  
Applicant: Rebellion Sport AB**

**Attachments:**

**Agreement between Rebellion Sport AB and  
Hillerich & Bradsby Co. (one original and two copies)  
Stipulation of Dismissal (Exhibit A)  
Certificate of Service  
Cover Letter in Duplicate  
Post Card**

## AGREEMENT

AGREEMENT made as of this 30<sup>th</sup> day of January, 2003, by and between Rebellion Sport AB ("Rebellion"), a Swedish corporation with its principal place of business at Box 1642, Propellervägen 5, SE-701 16 Örebro, Sweden and Hillerich & Bradsby Co. ("Hillerich"), a Kentucky corporation with its principal place of business at 800 West Main Street, Louisville, Kentucky 40202.

WHEREAS, Hillerich is the owner of the mark TPS for use on various types of sporting equipment and trademark registrations therefore, including United States Trademark Registration Nos. 2,035,305, 1,965,440, and 1,477,888, and Canadian Trademark Registration No. TMA437486;

WHEREAS, Rebellion filed an application for registration of the mark RPS & Design (the "RPS Mark") in the United States Patent and Trademark Office on March 23, 2001, said application having been assigned Application Serial No. 76/230,048 ("the U.S. Application");

WHEREAS, Rebellion filed an application for registration of the RPS Mark in the Canadian Intellectual Property Office on March 26, 2001, said application having been assigned Application Serial No. 1,097,355 ("the Canadian Application");

WHEREAS, Hillerich filed a Notice of Opposition with the Trademark Trial & Appeal Board on August 20, 2002 opposing the U.S. Application; and

WHEREAS, the parties are desirous of resolving the controversy between them with respect to the RPS Mark, the U.S. Application, and the Canadian Application;

NOW THEREFORE, in consideration of the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. This Agreement is not intended to be, and is not, an admission of any wrongdoing or liability on the part of Rebellion.

2. Rebellion will withdraw the U.S. Application by executing and filing with the Trademark Trial & Appeal Board a Stipulation of Dismissal in the form attached hereto as Exhibit A.

3. Hillerich will dismiss its opposition of the U.S. Application by executing and filing with the Trademark Trial & Appeal Board a Stipulation of Dismissal in the form attached hereto as Exhibit A.

4. Rebellion will withdraw the Canadian Application.

5. Upon execution of this Agreement, Rebellion will work diligently in the normal course of business to exhaust its remaining inventory of hockey equipment bearing the RPS Mark by March 1, 2003. During this transition period, Hillerich will not object or otherwise contest Rebellion's use of RPS Mark on its remaining inventory of hockey equipment.

6. Provided that Rebellion complies with terms of this Agreement, Hillerich releases, acquits and forever discharges Rebellion and its representatives, affiliates, subsidiaries, distributors, officers, directors, agents, licensees, successors, heirs, assigns, and transferees from any and all claims, damages, costs, expenses, actions, rights, causes of action, or liabilities of any kind or nature whatsoever relating to Rebellion's use of and attempt to register the RPS Mark. However, nothing herein is intended to release the parties from any duties and responsibilities under this Agreement.

7. This Agreement will be binding on and inure to the benefit of the parties and their respective representatives, affiliates, subsidiaries, officers, directors, agents, licensees, successors, heirs, assigns, and transferees.

8. This Agreement is intended as a complete and exclusive statement of the agreement between the parties with respect to the matters contemplated hereby, cannot be changed or terminated orally, and merges all prior understandings, representations, and undertakings between the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date the last signatory signed the Agreement below.

AGREED:

Dated: January 21, 2003

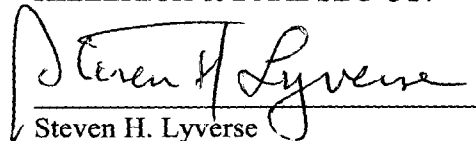
REBELLION SPORT AB



Name: Kent Bengtsson  
Title: President

Dated: January 30, 2003

HILLERICH & BRADSBY CO.



Steven H. Lyverse  
General Counsel



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02-10-2003

U.S. Patent & TMO/TM Mail Rcpt Dt. #01

**EXHIBIT A**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEALS BOARD**

Hillerich & Bradsby Co.,

Opposer,

- vs -

Rebellion Sport AB

Applicant.

Opposition No.  
91153643

Serial No.  
76/230,048

**STIPULATION OF  
DISMISSAL**

By their respective counsel, the parties hereby stipulate that the above Opposition shall be dismissed without prejudice.

Further, Applicant, Rebellion Sport AB, hereby expressly abandons U.S. Trademark Application Serial No. 76/230,048.

Dated: January 29, 2003

Kristen M. Walsh  
Nixon Peabody LLP  
Clinton Square  
P.O. Box 31051  
Rochester, New York 14603-1051  
Telephone: (585) 263-1000

Attorneys for Applicant  
Rebellion Sport AB

Dated: January 3, 2003

Julie A. Gregory  
Middleton Reutlinger  
2500 Brown & Williamson Tower  
Louisville, Kentucky 40202  
Telephone: (502) 584-1135

Attorneys for Opposer  
Hillerich & Bradsby Co.

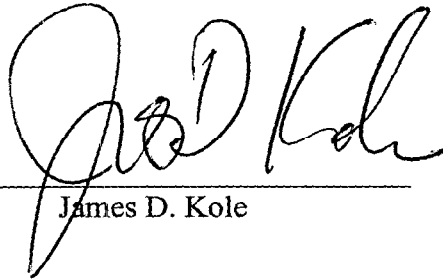
## CERTIFICATE OF SERVICE

I hereby certify that on this the 7th day of February, 2003, I caused to be served a true and correct copy of the foregoing **AGREEMENT** by causing same to be placed in properly addressed, postage pre-paid sealed packaging and deposited as first class mail in the United States Mail for delivery upon the following at the address stated below:

Julie Ann Gregory  
Middleton & Reutlinger  
2500 Brown & Williamson Tower  
Louisville, KY 40202

Attorneys for Opposer  
Hillerich & Bradsby Co.

By: \_\_\_\_\_



James D. Kole



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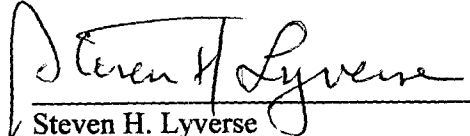
REBELLION SPORT AB



Name: Kent Bengtsson  
Title: President

Dated: January 30, 2003

HILLERICH & BRADSBY CO.



Steven H. Lyverse  
General Counsel

RECYCLED



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